

TRANSFER
TAX
PAID

WARRANTY DEED
(Joint Tenancy - Statutory Short Form)

037134

Betty J. Rancourt, whose mailing address is 34 Silvermount Street, Waterville, ME 04901 for consideration paid, grant to **Thomas E. Nadeau** and **Heather A. Nadeau**, whose mailing address is 141 Oak Pond Road, Skowhegan, ME 04976 as **Joint Tenants** with **Warranty Covenants**, a certain lot or parcel of land, together with the buildings thereon, located in Waterville, in the County of Kennebec and State of Maine, and being part of land developed under the name of Silvermount, plan of said Silvermount having been made by E.W. Crawford, C.E., which plan is recorded in Kennebec Registry of Deeds, said lot being numbered 67 on said plan, and reference is made to said plan for a more particular description of said Lot 67.

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Together with the right of way in common with others over the streets as shown on said plan, except that it is understood that the instrument does not convey to the within grantees any rights in reference to that portion of a street shown on plan of Silvermount lying between Lot No. 66 on the south side and said Lots 67 and 68 on the north side, said proposed road as shown on said plan of Silvermount having been eliminated by reason of a relocation of lots 67 and 68.

This conveyance is subject, however, to the following restrictions numbered I to VIII which will be binding upon the said grantees and all persons claiming or holding under or through said grantees, for a period extending to January 1, 1960, and which, until said date shall be deemed as covenants running with the title to said land.

Section I. That said land shall be used only for residential purposes, and not more than one residential and the out-buildings thereof, such as garage, shall be allowed to occupy said land or any part thereof, at any one time, nor shall said lot be subdivided or so leased in parcels, nor shall any buildings at any time situate on said land be used for business or manufacturing purposes; that no out-buildings shall be occupied as a residence prior to the constructions of the main building.

Section II. That no house for more than two families shall be built upon said land and that no single house costing less than six thousand dollars (\$6,000.00) and no double dwelling upon said land, and that no building shall be erected or placed on any part of said land nearer to the line of any street upon which said land abuts than twenty-five (25) feet.

Section III. That all out-buildings, including garages, shall not be erected nearer than seventy-five (75) feet from the street line upon which the house to be constructed on said lot shall face, and at least twenty-five (25) feet from any side street, unless said garage is attached to and made a part of the house, in which event it shall not be nearer any side street than twenty-five (25) feet.

Section IV. That no placards or advertising signs other than such as relate to the sale or the leasing of said lot, shall be erected or maintained on said lot or any building thereon.

Section V. That no fence or construction of any kind shall at any time be erected in any position to interfere with the view from residence on adjoining lots.

② P & B

Section VI. That no cows, horses, goats, swine, hens or dog kennels shall any time be kept or maintained on said lot or in any buildings thereon.

Section VII. That if the owner of two or more contiguous lots purchased from the within grantors desires to improve said lots as one lot, that insofar as such contiguous lots are concerned, the foregoing covenants of restriction shall be constructed as applying to a single lot.


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Section VIII. Said lot is conveyed with the foregoing restrictions which are conditions of the conveyance affixed to and running with the land; and applicable to all lots hereafter to be sold by the within grantors in a plot of land known as Silvermount, and for a violation of the terms thereof, or any of them, by the said grantees herein named or any person holding or claiming by, under or through the aforesaid grantees, the right is expressly reserved to the grantors and their assigns, or the owner of any lot in the plot of land known as Silvermount to proceed at law or in equity to compel compliance with the terms thereof. The Grantors herein do not hold themselves responsible for the enforcement of the foregoing restrictions.

Being all and the same premises conveyed by Depositors Trust Company, as Executor under the Last Will and Testament of Norman J. Kelley, to Robert A. Rancourt and Betty J. Rancourt, dated December 1976 and recorded in the Kennebec County Registry of Deeds in Book 1966, Page 60. Robert A. Rancourt died on March 9, 1996 and Betty J. Rancourt acquired full title as surviving joint tenant. Please note that Lot 67 was reconfigured as is more specifically set forth on "Plan of Silvermount" by Harry E. Green, Surveyor, dated May 16, 1946 and recorded in the Kennebec County Registry of Deeds in Plan Book 15, Page 117.

Witness my hand and seal this 30th day of September, 2003


Witness

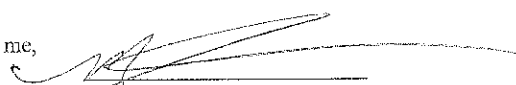

Betty J. Rancourt

State of Maine
Kennebec, ss.

September 30, 2003

Personally appeared the above named Betty J. Rancourt and acknowledged the foregoing instrument to be her free act and deed.

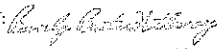
Before me,


Michael F. Phillips, Jr.
Notary Public
My Com. Exp. 05/31/09

RECEIVED KENNEBEC SS.

2003 OCT -9 PM 1:13

ATTEST:


REGISTER OF DEEDS